

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**GRANGE INSURANCE COMPANY,  
et al.,**

*Plaintiffs,*

v.

**CAPITOL SPECIALTY INSURANCE  
CORPORATION,**

*Defendant.*

**Case No. 5:20-cv-01132-JDW**

**ORDER**

**AND NOW**, this 29th day of April, 2021, upon consideration of Plaintiffs Grange Insurance Company's and Bachman's Roofing, Building & Remodeling, Inc.'s Motion for Summary Judgment as to Duty to Defend (ECF No. 20) and Defendant Capitol Specialty Insurance Corporation's Motion for Summary Judgment (ECF No. 21), and for the reasons set forth in the accompanying Memorandum, it is **ORDERED** that Plaintiffs' Motion is **GRANTED** and Defendant's Motion is **DENIED**.

It is **FURTHER ORDERED** that a Declaratory Judgment is **ENTERED** in favor of the Plaintiffs as follows:

1. Bachman's Roofing, Building & Remodeling, Inc. ("Bachman's Roofing") is an additional insured on the Commercial General Liability Insurance policy issued by Capitol Specialty Insurance Corporation (Policy No. CT201500778-02; Policy Period 12/30/2016 to 12/20/2017) to Garros Remodeling LLC ("Cap Specialty Policy") for the claims asserted by Paulino Garcia Andrade and Carla Alfaro in the Court of Common Pleas of Berks County in the

matter *Paulino Garcia Andrade, et al. v. Bachman's Roofing, et al.*, No. 18-14674 (the “*Andrade Action*”);

2. The Cap Specialty Policy affords sole primary coverage to Bachman's Roofing for the allegations asserted in the *Andrade Action*;

3. Cap Specialty must immediately and solely assume the defense of Bachman's Roofing in the *Andrade Action*; and

4. Cap Specialty must reimburse Grange Insurance Company for all reasonable costs incurred to defend Bachman's Roofing in the *Andrade Action*.

The Clerk of Court shall mark this case closed for statistical purposes.

**BY THE COURT:**

/s/ Joshua D. Wolson  
JOSHUA D. WOLSON, J.